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RFP No. CAP 27-10
Proposal for New Orange and Red Line Vehicles

Part A
Price Proposal

Kawasaki Rail Car, Inc.

May, 2014

COPY

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Kawasaki Rail Car, Inc.
29 Wells Avenue, Building 4
Yonkers, New York 10701

May 15, 2014

Mr. Daniel G. Smith
Director of the Materials Management Department
Massachusetts Bay Transportation Authority
Materials Management Department Room 2810
10 Park Plaza
Boston, MA 02116

Subject: RFP for New Orange and Red Line Vehicles, RFP No. CAP 27-10
Price Proposal

Dear Mr. Smith:

Kawasaki Rail Car, Inc. (Kawasaki) and the Massachusetts Bay Transportation Authority have worked successfully together for over twenty years providing reliable, safe, state-of-the-art transit cars for the citizens of Massachusetts. Kawasaki is pleased to have this opportunity to continue this long standing relationship and hereby submits its Price Proposal in response to the Massachusetts Bay Transportation Authority Request for Proposal No. CAP 27-10, for the furnishing and delivery of the new Orange and Red Line vehicles.

Kawasaki has carefully tailored its proposal to provide the best overall value to the Authority in terms of design, manufacturing, project management approach and price. This Price Proposal submission includes one (1) original, six (6) copies, and one (1) electronic copy which will remain valid for 180 calendar days from the date of this letter, as per the RFP requirements.

Kawasaki is recognized worldwide as a leading railcar manufacturer with strengths in overall car design, system integration, carbody and truck design. This reputation has been earned through the consistent application of innovative yet disciplined engineering, project management and manufacturing practices. Kawasaki has over thirty years of experience in the U.S. rail market, supplying over 4,000 railcars to eight different transit authorities for twenty major projects.

Kawasaki recognizes the Authority's commitment to maximize the M/WBE content and to provide cars for the people of Massachusetts, manufactured by the people of Massachusetts. We have undertaken a review of facilities within Massachusetts to analyze and determine that these facilities will support the project requirements. Kawasaki will invest in the overhaul of our selected facility and utilize our experienced staff to train the personnel to deliver the highest quality cars, consistent with our reputation and the Authority's expectations.

Kawasaki sincerely hopes that we will have the opportunity to continue and further enhance the strong relationship which has been established with the MBTA by providing the high quality, safe, and reliable cars for this Contract. Our representatives are available at your convenience to provide any clarifications or additional materials you may require, or for discussions with you. Our designated contacts are the undersigned, who can be reached at 914-376-4700 (Office), 914-536-8166 (Cell) or kondo@kawasakirailcar.com (E-mail), or Mr. Toshiyuki Nakajima, Assistant Manager of Marketing & Contracts Department, who can be reached at 914-376-4700 Ext. 7082 (Office), 914-318-7141 (Cell) or nakajima@kawasakirailcar.com (E-mail).

Sincerely,

Koyo Kondo
Executive Vice President
Kawasaki Rail Car, Inc.

KAWASAKI RAIL CAR, INC.

Corporate Resolution

I, the undersigned Kimihiko Yukishige, Corporate Secretary of KAWASAKI RAIL CAR, INC. (the "Corporation"), do hereby certify that the following is a true and correct copy of resolution duly adopted by unanimous written consent of the Board of Directors of the Corporation, which resolution has not been modified, amended, or revoked and remains in full force and effect as the date hereof:

VOTED: That the Chief Executive Officer, the Chief Operating Officer, or the Executive Vice President of the Corporation be, and he is hereby, authorized in the name and on behalf of the Corporation, and with the corporate seal, to execute and deliver, and in his sole discretion to designate at any time or from time to time any other officer or officers of the Corporation who shall thereupon by virtue of this action be authorized hereby to execute, such proposal or proposals or contract for the design, manufacture and/or supply to or for the Massachusetts Bay Transportation Authority (the "MBTA"), and/or the provisions of components and/or parts, under such Request for Proposal No. CAP 27-10 as have heretofore or shall hereafter be issued or executed by the MBTA with respect to the Purchase of New Orange and Red Line Vehicles; and that the Secretary of the Corporation be, and he is hereby authorized in the name and on behalf of the Corporation, and with the Corporate seal, to execute and deliver such certificate or certificates as may be requested or required by the MBTA, and in whatever form the same may be so requested or required, attesting to the authority of the Chief Executive Officer, the Chief Operating Officer, the Executive Vice President or any other officer of the Corporation designated by the Chief Executive Officer, the Chief Operating Officer, or the Executive Vice President pursuant to this Action, and to the adoption by the Board of Directors of the Corporation of such standard resolutions in connection with the Request for Proposal No. CAP 27-10 as may be requested or required by the MBTA, and upon the attachment of such resolutions to the this Action the same shall be deemed to have been adopted by this resolution effective as of the date hereof, with the same force and effect as though set forth in full herein.

WITNESS my hand and seal of the Corporation this 13th day of May 2014.

CORPORATE
SEAL

Kimihiko Yukishige
Corporate Secretary

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EXECUTIVE SUMMARY

Kawasaki Rail Car, Inc. (KRC) is pleased to submit this proposal in response to the Massachusetts Bay Transportation Authority's (MBTA/Authority) Request for Proposal (RFP) No. CAP 27-10 for New Orange and Red Line Vehicles.

Kawasaki is recognized worldwide as a leading railcar manufacturer, with strengths in overall car design, systems integration, carbody and truck design and the timely implementation of advanced technologies, within our customers' budgets. This reputation has been earned through the consistent application of innovative yet disciplined engineering, project management and manufacturing practices. Kawasaki has over 30 years of experience in the U.S. rail market, supplying over 4,000 railcars to eight different transit authorities for twenty major projects, successfully achieving twenty-five percent of the carbuilders' market share in the past six years.

Kawasaki and the Authority have worked successfully together for over 25 years, providing reliable, safe, state-of-the-art transit cars for the citizens of Boston. There have been four contracts so far for bi-level coaches and additionally we have provided trucks for the Blue Line. This experience, coupled with Kawasaki's equally successful experience supplying cars which are similar to the New Orange and Red Line Vehicles to various transit authorities within the US, provides a solid foundation for success on this project. Kawasaki is pleased to have the opportunity to continue this longstanding relationship by responding to this RFP.

KRC has full support from its parent company Kawasaki Heavy Industries, Ltd. (KHI) for this project. Additional resources will be made available from KHI, as necessary and particularly in support to establishing Kawasaki's proposed manufacturing facility in Hopedale, Massachusetts (the Hopedale Facility).

Expertise in Managing Local Production Sites

A unique factor of this procurement is that the successful Contractor will be required to conduct final assembly of the production cars within the State of Massachusetts. This will require significant credibility and skills in production management, quality management and project management, to ensure the facility has the ability to manufacture high quality railcars, on time. Final assembly for all New Orange and Red Line Production Vehicles will be performed by Kawasaki at our proposed Hopedale Facility with a newly acquired labor force.

Kawasaki has successfully completed similar projects in the past, involving the use of new local final assembly sites; including the 75 Bi-Level Coaches for MBTA awarded in 1989. For this project Kawasaki utilized the Pittsfield Facility, located within the State of Massachusetts. Bare carshells, manufactured in Japan, were brought to the Pittsfield Facility for completion of interior installation, including piping and conduit. Over 100 local workers were hired for this work and were trained to be railcar manufacturing professionals by Supervisors from KRC's Yonkers New York Facility. The Pittsfield Facility delivered these high quality coaches on time, which served commuters of the Boston region for more than twenty years. Kawasaki has also successfully performed this type of project for the Maryland Transit Administration's (MTA) MARC III Bi-level cars.

As described above, Kawasaki's expertise in managing newly-acquired facilities is built on practical experience. The Kawasaki personnel taking an active role in managing the local workforce of the Pittsfield Facility are currently a part of the core management force of the KRC Yonkers facility; therefore this knowledge and expertise remains within KRC and has been carried on within the new generation of Kawasaki management. In addition, KRC is also supported by KHI production management, who will be actively engaged in ensuring the smooth and efficient operation of the Hopedale Facility.

The Hopedale Facility is situated on the site of a former mill and foundry. The 30-acre property is zoned industrial and is owned and operated by the Grafton and Upton Railroad, an independent short-line providing rail service to the town of Hopedale. It includes an existing 85,000 square foot industrial building, rail yard and storage area. Acres of undeveloped space are available for building expansion, component storage buildings and sidings for static testing and completed car storage. The existing rail line that passes through the former mill property is also suited for dynamic testing and can be modified to accept third rail or catenary.

Proficiency in Project Management

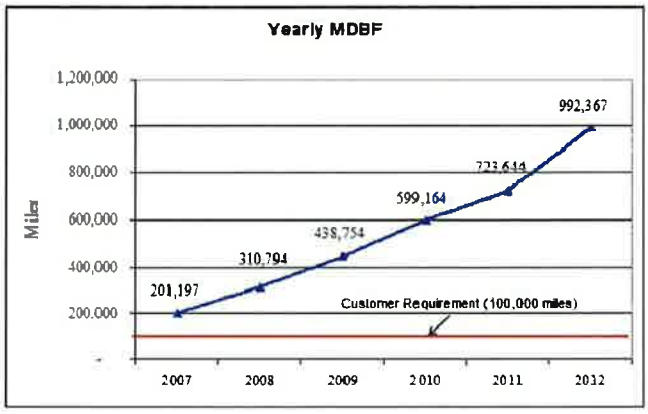
Kawasaki believes that Project Management is the key to successful delivery of rail vehicle projects and is the core tool to ensure on-time delivery. Kawasaki has demonstrated in its past work with the Authority and other US transit authorities, its credibility in delivery within the contractual timeframe and is committed to accomplishing the same for this program. Kawasaki's established Project Management procedures accommodate execution of key milestones within a specified time frame, while incorporating the requisite checks and balances to ensure that the delivered cars conform to all quality standards. Kawasaki has the knowledge and experience which enable us to identify potential risks within the schedule in a timely fashion and to work with the Authority to ensure these are effectively mitigated. Therefore, Kawasaki

brings additional value to the Authority by our experience with developing and achieving realistic schedules.

Enhanced Design and Reliability

Kawasaki has a reputation for producing the highest quality vehicles in the industry and the same approach and philosophy that produced these results will be rigorously applied to this contract. Kawasaki is cognizant of the Authority's requirement for the design of two different vehicles and Kawasaki's plan is to determine the optimal TS-compliant configuration for design elements of virtually all items which can be common to both the Orange and Red Line vehicles and adopt that design for both vehicle types.

Kawasaki's goal is to provide highly reliable railcars, which will offer extensive value beyond the initial purchase. Kawasaki utilizes proactive reliability enhancement approaches from the initial design period and strictly controlled procedures during production in order to ensure that upon delivery of the vehicle, it will run smoothly in revenue service without any technical failures which cause service disruption. Kawasaki will support the Authority through and beyond the successful completion of the New Orange and Red Line Vehicles Project.



Conformance to Regulations & Standards

Kawasaki fully understands the Authority's need to enhance M/WBE programs for this project and Kawasaki will work closely to further increase our M/WBE participation. Kawasaki notes that the common method of M/WBE calculation is based on a percentage of the contract opportunity in lieu of the Contract Value. Using this type of calculation, Kawasaki proposes an M/WBE percentage which is higher than that of our contracts performed to date.

Kawasaki has a long and well-established history in the US rail industry, centered around our understanding and adherence to requirements at a realistic level, creating more than 17 designs for American authorities since 1979. During this time we have become extremely proficient in meeting US regulatory requirements such as FRA, FTA, ADA, AAR, APTA, AWS and NFPA, which are rigorously applied to all of our projects.

Domestic Content

Kawasaki's proposal is based on manufacturing the carbody in Japan; however, as shown in the enclosed Certification B-75, Kawasaki will meet and exceed the Domestic U.S. Content Requirements as set forth in Section C7.17. We believe that this is a new requirement which has never been incorporated previously as a contractual requirement for State funded procurements within the industry; however, as the requirement is similar to the Buy America Requirement incorporated in the FTA contracts, which Kawasaki successfully met in the past. Based on our extensive experience and know-how, Kawasaki is confident that we will meet and exceed the requirement.

Commitment to MBTA

Kawasaki has been providing rail vehicles and equipment to the Authority and to other satisfied US transit authorities for over 30 years, as outlined at the beginning of this executive summary. This established and continuous relationship is an excellent basis upon which to move forward with this exciting new and pivotal project for the ridership of Boston.

As the Authority is aware, Kawasaki has a philosophy of solving issues first, then discussing assignment of responsibility. We have found that solving an issue as quickly as possible has expedited its implementation and reduced related costs, thus minimizing potential disruptions of service and avoiding project delays. This is a pattern of behavior that will also be applied to the New Orange and Red Line Vehicles program as the optimum way to facilitate issue resolution and contract close-out.

Summary

Kawasaki wishes to continue the strong relationship which has been established with the Authority. Our customer-oriented approach will result in New Orange and Red Line Vehicles that have higher availability and lower maintenance costs, which will be well accepted by passengers for both their functionally and aesthetics. In summary, Kawasaki delivers higher quality with lower life cycle costs. Kawasaki welcomes the opportunity to work with the Authority, to provide rail vehicles that satisfy the Authority's technical, operational and budget needs.

Table of Contents

Section B, Part A Price Proposal

Clarifications

Price Proposal

SECTION B
PART A PRICE PROPOSAL

FORM OF PRICE PROPOSAL

This constitutes the undersigned Offeror's price proposal for the base contract and options for furnishing and delivery of Orange Line Cars, Red Line Cars, Capital Spares, Manuals, Diagnostic Test Equipment and Training Aids, including all materials, services and costs for freight and insurance to MBTA Facilities in the greater Boston area, as provided in the contract provisions (Contract Provisions) of Request for Proposals No. CAP 27-10 (RFP), Specification No. VE-10-036 (Contract Specification), and all applicable Addenda (Solicitation Documents).

Proposal No. : RFP No. CAP 27-10

Name of Offeror: Kawasaki Rail Car, Inc.

Business Address: 29 Wells Avenue, Building 4
Yonkers, New York 10701

Address where Notification should be sent: 29 Wells Avenue, Building 4, Yonkers, New York 10701

Telephone No.: (914) 376-4700 Facsimile Number: (914) 376.4717

E-mail No.: kondo@kawasakirailcar.com

The undersigned proposes to furnish equipment, materials, and services in accordance with the Solicitation Documents for the RFP to which this Proposal Form is attached, at the following prices, subject to all applicable terms and conditions in the Solicitation Documents.

The undersigned has specified a unit price, in both words and figures in United States dollars (no cents) for each item for which a quantity is given, including all options, and identifies the products of the respective unit prices and quantities, written in figures in the column provided for that purpose and the total amount of the Price Proposal obtained by adding the amounts of the several items.

All words and figures shall be in black ink or in typewritten form. In case of a discrepancy between the unit prices written in words and unit prices written in figures, the written words shall govern.

The prices for any item include full compensation for all materials, equipment tools, labor, premiums on bonds, and all other direct and indirect costs necessary to complete the items to the satisfaction of the Authority.

The prices are net, not subject to discount, and shall include all royalties and costs arising from patents, trademarks and copyrights involved in any way with the work.

The prices include the cost of all applicable taxes, customs, duties, freight and transportation, and insurance for delivery of all items to MBTA Facilities in the greater Boston area.

The undersigned certifies that the prices offered in this Price Proposal do not exceed the prices quoted to any other customer of the Offeror for comparable Vehicles, Capital Spare Parts, manuals, diagnostic test equipment and training aids.

The undersigned further understands and agrees that if its Price Proposal is accepted, the prices offered, including those prices offered for options, shall remain firm and not subject to change, escalation or increase, except as provided under the term and conditions of the Contract.

If upon receipt of the Offeror's Price Proposal, the MBTA determines that it requires certified cost or pricing data from the Offeror in order to conduct a price reasonableness and realism analysis, the undersigned agrees that it will submit and/or make available cost or pricing data (as that term is defined in 48 C.F.R. Part 2.101) within four (4) working days of a request to do so by the Authority.

The undersigned acknowledges that this Price Proposal is prepared as if it is a best and final offer, and that the Authority has reserved the right to make award to offers submitted in response to the RFP without conducting negotiations and seeking best and final offers.

The undersigned acknowledges that the Price Proposal shall be valid for one hundred and eighty (180) days from date of proposal submittal. If the Authority requires additional time for its review, the Authority reserves the right to extend the validity of the proposal in thirty (30) day increments. Prices submitted remain in effect as originally submitted.

This Proposal is made this 13th day of May, 2014, and executed by the undersigned:

_____

(IF AN INDIVIDUAL)

Signature of Offeror Not Applicable _____

Business Address _____

Federal Identification/Social Security No. _____

(IF A PARTNERSHIP)

Firm Name Not Applicable _____

BY* _____

Title: _____

Business Address _____

Federal Identification/Social Security No. _____

Name(s) and Address(es) of all Partners of the Firm: _____

_____

(IF A CORPORATION)

Corporation Name Kawasaki Rail Car, Inc.

BY* Koyo Kondo

Title Executive Vice President

Business Address 29 Wells Avenue, Building 4, Yonkers, New York 10701

Federal Identification/Social Security No. 13-3507137

***IMPORTANT: As provided in Section A1.07B, attach to Cover Letter proof of authority of Officer or Agent to sign Proposal.**

SECTION B

PART A PRICE PROPOSAL

PRICE PROPOSAL SUMMARY

CONFIDENTIAL

Base Award

Furnish and deliver 152 New Orange Line Cars and 74 New Red Line Cars with Capital Spares, Manuals and Diagnostic Equipment and Training Aids all in accordance with MBTA Specification No. VE-10-036.

TOTAL BASE AWARD $ 716,118,430.00

(Item 6 carried forward from Page B-9)

Proposal Price

The Basis for Price Evaluation includes the Total Base Award price plus all Options.

TOTAL PROPOSAL PRICE $ 904,870,736.00

(Item 8 carried forward from page B-9)

SECTION B
PART A PRICE PROPOSAL

CONFIDENTIAL

NOTE: This is only a short form. Offerors shall refer to Section A and Section C2 for a full and complete description of all items.

Item	Qty	DESCRIPTION OF EQUIPMENT (Unit Price Written in Words)	DELIVERD UNIT PRICE	TOTAL BASE PROPOSAL PRICE
1a	152	New Orange Line Cars configured in married pairs AT: Two Million Eight Hundred Forty-two Thousand Dollars Each State written amount	$ 2,842,000.00	$ 431,984,000.00 Total value for 152 Cars
1b	74	New Red Line Cars configured in married pairs AT: Two Million Nine Hundred Twenty-nine Thousand Dollars Each State written amount	$ 2,929,000.00	$ 216,746,000.00 Total value for 74 Cars
2	LOT	Capital Spare Parts AT: Twenty-nine Million Five Hundred Twenty-two Thousand Eight Hundred Sixty Dollars (Lump Sum) State written amount		$ 29,522,860.00 LOT Price carried forward from Page B-35
3		Manuals & Special Instruction Books AT: Six Million Three Hundred Sixty-five Thousand One Hundred Fifty Dollars (Lump Sum) State written amount		$ 6,365,150.00 Lump Sum
4		Diagnostic Equipment & Special Tools AT: Twenty-nine Million Seven Hundred eleven Thousand Thirty Dollars (Lump Sum) State written amount		$ 29,711,030.00 Lump Sum
5		Training & Vehicle Maintenance Education Program AT: One Million Seven Hundred Eighty-nine Thousand Three Hundred Ninety Dollars (Lump Sum) State written amount		$ 1,789,390.00 Lump Sum

CONFIDENTIAL

Item	Qty	DESCRIPTION OF EQUIPMENT (Unit Price Written in Words)	DELIVERED UNIT PRICE	TOTAL BASE PROPOSAL PRICE
6		Total for Items 1-5 (Base Award)		$ 716,118,430.00 Total for Items 1-5 Carry forward to Page B-7
7	LOT	Options AT: One Hundred Eighty-eight Million Seven Hundred Fifty-two Thousand Three Hundred Six Dollars (Lump Sum) State written amount		$ 188,752,306.00 Total Price carried forward from Page B-16
8		**TOTAL FOR ITEMS 6 AND 7 AND OPTIONS** Total amount stated on Line 8, including Options, will be the basis for the Price Evaluation		$ 904,870,736.00 Proposal Price / Basis for Price Evaluation Carry forward to Page B-7

ITEM	Qty	DESCRIPTION OF EQUIPMENT (Unit Price Written in Words)	UNIT PRICE	EXTENDED PRICE
Option I	58	Red Line Cars with Capital Spares AT: Two Million Six Hundred One Thousand Eight Hundred Fifty-seven Dollars and Seventy-six cents Each State written amount	$ 2,601,857.76	$ 150,907,750.00 Total value for 58 Cars with Capital Spares carried forward from Pages B-36 and B-45
Option II	INTENTIONALLY OMITTED			
Option III	INTENTIONALLY OMITTED			
Option IV	LOT	Additional Capital Spare Parts AT: Fourteen Million Nine Hundred Eighty-eight Thousand Twenty Dollars (Lump Sum) State written amount		$ 14,988,020.00 Insert 50% of Item 2 Total on Page B-8 carried forward from Page B-48

CONFIDENTIAL

Item	Qty	DESCRIPTION OF EQUIPMENT (Unit Price Written in Words)	DELIVERED UNIT PRICE	TOTAL BASE PROPOSAL PRICE
Option V	113	CCTV Operator Display Screens and other items as applicable NOTE: The unit and total price shall include an allowance for associated Capital Spare Parts in the form of an additional ten percent (10%) of the base unit price. In order to avoid any ambiguity, Offerors shall add to the base unit price for this option a sum representing ten percent (10%) of the base unit price. AT: Seven Thousand One Hundred Ninety-four Dollars Each State written amount	$ 7,194.00	$ 812,922.00 Total value for 113 Units carried forward from Page B-49
Option V(a)	29	Additional CCTV Operator Display Screens at the same unit price if Option I is exercised NOTE: The unit and total price for Option V(a) shall not include a ten percent (10%) allowance for associated Capital Spare Parts. AT: Five Thousand Two Hundred Sixty Dollars Each State written amount	$ 5,260.00	$ 152,540.00 Total value for 29 Units carried forward from Page B-49

Item	Qty	DESCRIPTION OF EQUIPMENT (Unit Price Written in Words)	DELIVERED UNIT PRICE	TOTAL BASE PROPOSAL PRICE
Option VI	226	Gap Mitigation Devices and other items as applicable NOTE: The unit and total price shall include an allowance for associated Capital Spare Parts in the form of an additional ten percent (10%) of the base unit price. In order to avoid any ambiguity, Offerors shall add to the base unit price for this option a sum representing ten percent (10%) of the base unit price. AT: Twenty-three Thousand Four Hundred Eighty-five Dollars Each State written amount	$ 23,485.00	$ 5,307,610.00 Total value for 226 Units carried forward from Page B-50
Option VI(a)	58	Additional Gap Mitigation Devices at the same unit price if Option I is exercised NOTE: The unit and total price for Option VI(a) shall not include a ten percent (10%) allowance for associated Capital Spare Parts. AT: Seventeen Thousand One Hundred Dollars Each State written amount	$ 17,100.00	$ 991,800.00 Total value for 58 Units carried forward from Page B-50

CONFIDENTIAL

Item	Qty	DESCRIPTION OF EQUIPMENT (Unit Price Written in Words)	DELIVERED UNIT PRICE	TOTAL BASE PROPOSAL PRICE
Option VII	1,504	Internal and External Passenger Door Open Pushbuttons and other items as applicable NOTE: The unit and total price shall include an allowance for associated Capital Spare Parts in the form of an additional ten percent (10%) of the base unit price. In order to avoid any ambiguity, Offerors shall add to the base unit price for this option a sum representing ten percent (10%) of the base unit price. AT: Seven Hundred Four Dollars Each State written amount	$ 704.00	$ 1,058,816.00 Total value for 1,504 Units carried forward from Page B-51
Option VII(a)	464	Additional Internal and External Passenger Door Open Pushbuttons at the same unit price if Option I is exercised NOTE: The unit and total price for Option VI(a) shall not include a ten percent (10%) allowance for associated Capital Spare Parts. AT: Two Hundred Eighty Dollars Each State written amount	$ 280.00	$ 129,920.00 Total value for 464 Units carried forward from Page B-51

Item	Qty	DESCRIPTION OF EQUIPMENT (Unit Price Written in Words)	DELIVERED UNIT PRICE	TOTAL BASE PROPOSAL PRICE
Option VIII	752	LCD Monitors and other items as applicable NOTE: The unit and total price shall include an allowance for associated Capital Spare Parts in the form of an additional ten percent (10%) of the base unit price. In order to avoid any ambiguity, Offerors shall add to the base unit price for this option a sum representing ten percent (10%) of the base unit price. AT: Four Thousand Five Hundred Eighty-seven Dollars Each State written amount	$ 4,587.00	$ 3,449,424.00 Total value for 752 Units carried forward from Page B-52
Option VIII(a)	232	Additional LCD Monitors at the same unit price if Option I is exercised NOTE: The unit and total price for Option VI(a) shall not include a ten percent (10%) allowance for associated Capital Spare Parts. AT: Three Thousand Six Hundred Dollars Each State written amount	$ 3,600.00	$ 835,200.00 Total value for 232 Units carried forward from Page B-52

Item	Qty	DESCRIPTION OF EQUIPMENT (Unit Price Written in Words)	DELIVERED UNIT PRICE	TOTAL BASE PROPOSAL PRICE
Option IX	752	Active Route Maps and other items as applicable NOTE: The unit and total price shall include an allowance for associated Capital Spare Parts in the form of an additional ten percent (10%) of the base unit price. In order to avoid any ambiguity, Offerors shall add to the base unit price for this option a sum representing ten percent (10%) of the base unit price. AT: Three Thousand Four Hundred Twenty-one Dollars Each State written amount	$ 3,421.00	$ 2,572,592.00 Total value for 752 Units carried forward from Page B-53
Option IX(a)	232	Additional Active Route Maps at the same unit price if Option I is exercised NOTE: The unit and total price for Option VI(a) shall not include a ten percent (10%) allowance for associated Capital Spare Parts. AT: Six hundred and thirty-five thousand six hundred and eighty State written amount	$ 2,740.00	$ 635,680.00 Total value for 232 Units carried forward from Page B-53

Item	Qty	DESCRIPTION OF EQUIPMENT (Unit Price Written in Words)	DELIVERED UNIT PRICE	TOTAL BASE PROPOSAL PRICE
Option X	1,504	Automatic Passenger Counting System and other items as applicable NOTE: The unit and total price shall include an allowance for associated Capital Spare Parts in the form of an additional ten percent (10%) of the base unit price. In order to avoid any ambiguity, Offerors shall add to the base unit price for this option a sum representing ten percent (10%) of the base unit price. AT: One Thousand Nine Hundred Fifty-eight Dollars Each State written amount	$ 1,958.00	$ 2,944,832.00 Total value for 1,504 Units carried forward from Page B-54
Option X(a)	464	Additional Automatic Passenger Counting Systems at the same unit price if Option I is exercised NOTE: The unit and total price for Option VI(a) shall not include a ten percent (10%) allowance for associated Capital Spare Parts. AT: One Thousand Three Hundred Sixty Dollars Each State written amount	$ 1,360.00	$ 631,040.00 Total value for 464 Units carried forward from Page B-54
Option XI	1	Training Simulator AT: Three Million Three Hundred Thirty-four Thousand One Hundred Sixty Dollars Each State written amount	$ 3,334,160.00	$ 3,334,160.00 Total value for 1 Unit carried forward from Page B-55

Item	Qty	DESCRIPTION OF EQUIPMENT (Unit Price Written in Words)	DELIVERED UNIT PRICE	TOTAL BASE PROPOSAL PRICE
		TOTAL FOR OPTIONS I - XI Included in the basis for Price Evaluation		$ 188,752,306.00 TOTAL OF ALL OPTIONS Sum of Total $ for Options I - XI, all inclusive. Carry forward to Page B-9, Item No. 7

SECTION B
PART A PRICE PROPOSAL

Base Proposal Price: Capital Spare Parts

The Offeror shall itemize below in the format noted the recommended Spare Parts in accordance with the Contract Provisions as detailed in Section C6.11.

NOTE: The Authority reserves the right to purchase Spare Parts as a total package or on an individual-item basis, and/or to increase or decrease quantities listed, whichever is in the best interest of the Authority.

CONFIDENTIAL

SECTION B
PART A PRICE PROPOSAL

CAPITAL SPARE PARTS (BASE CONTRACT) - SCHEDULE OF PRICES

As provided in Section C6.11B2, the Capital Spare Parts listed below are for the total procurement of for 152 Orange Line and 74 Red Line Cars. In cases where Capital Spare Parts are not interchangeable between Lines, the quantity breakdown shall be 67% Orange Line and 33% Red Line, rounded to the nearest car set. The Offeror shall identify in the schedule below which Capital Spare Parts are not interchangeable between Lines. For those Capital Spare Parts that are not interchangeable between Lines, the Offeror shall identify the quantity, unit prices, and extended prices for those Capital Spare Parts using the quantity breakdown of 67% Orange Line and 33% Red Line.

As used in this schedule, the term "Extended Price" means the unit price for each Capital Spare Part
multiplied by the designated quantity for each Capital Spare Part.

ITEM	QTY	UNIT	DESCRIPTION			UNIT PRICE	EXTENDED PRICE
1	20	EA	Truck Complete				$ -
				QTY			
			If not interchangeable between Lines: Orange Line	13	$	215,150.00	$ 2,796,950.00
			Red Line	7	$	219,430.00	$ 1,536,010.00
2	5	C.S.	Primary Suspension Complete				$ -
				QTY			
			If not interchangeable between Lines: Orange Line	3	$	4,880.00	$ 14,640.00
			Red Line	2	$	4,880.00	$ 9,760.00
3	12	C.S.	Secondary Suspension Components, including all Truck and Carbody Mounted Valves and Linkages				$ -
				QTY			
			If not interchangeable between Lines: Orange Line	8	$	8,200.00	$ 65,600.00
			Red Line	4	$	8,200.00	$ 32,800.00
4	40	EA	Wheel and Axle Assembly, complete				$ -
				QTY			
			If not interchangeable between Lines: Orange Line	27	$	24,030.00	$ 648,810.00
			Red Line	13	$	24,960.00	$ 324,480.00

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ITEM	QTY	UNIT	DESCRIPTION		UNIT PRICE	EXTENDED PRICE
5	14	EA	**Gear Units complete with Couplings**			$ -
				QTY.		
			If not interchangeable between Lines: Orange Line	9	$ 13,200.00	$ 118,800.00
			Red Line	5	$ 13,920.00	$ 69,600.00
6	18	EA	**Ground Brush and Ring Assemblies**			$ -
				QTY.		
			If not interchangeable between Lines: Orange Line	12	$ 310.00	$ 3,720.00
			Red Line	6	$ 310.00	$ 1,860.00
7	28	EA	**Traction Motors, complete**			$ -
				QTY.		
			If not interchangeable between Lines: Orange Line	19	$ 20,510.00	$ 389,690.00
			Red Line	9	$ 21,560.00	$ 194,040.00
8	32	EA	**Tread Brake Units**		$ 14,000.00	$ 448,000.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
9	14	EA	**Truck to Carbody Electrical Connectors**		$ 1,950.00	$ 27,300.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
10	58	EA	**Speed Sensor Probes and Cables of each type**		$ 2,170.00	$ 125,860.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
11	12	EA	**Pneumatic Friction Brake Equipment complete, including Air Horn**		$ 29,380.00	$ 352,560.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -

ITEM	QTY.	UNIT	DESCRIPTION		UNIT PRICE	EXTENDED PRICE
12	12	EA	**Friction Brake Control Unit**		$ 32,340.00	$ 388,080.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
13	12	EA	**Air Compressor, complete**		$ 25,010.00	$ 300,120.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
14	5	C.S.	**Battery Assemblies, complete**		$ 12,900.00	$ 64,500.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
15	12	EA	**Low Voltage DC Power Supply, complete**		$ 12,360.00	$ 148,320.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
16	12	EA	**Low Voltage DC Power Supply, disassembled (by module circuit card, etc.)**		$ 8,810.00	$ 105,720.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
17	12	EA	**Auxiliary Inverter Assembly, complete**		$ 67,870.00	$ 814,440.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -

CONFIDENTIAL

ITEM	QTY.	UNIT	DESCRIPTION		UNIT PRICE	EXTENDED PRICE
18	12	EA	**Auxiliary Inverter Assembly, disassembled (by module circuit card, etc.)**		$ 63,070.00	$ 756,840.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
19	12	C.S.	**No. 1 End Coupler Equipment, complete**		$ 34,450.00	$ 413,400.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
20	10	C.S.	**Drum Switch Assembly, complete (if applicable)**		$ 870.00	$ 8,700.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
21	12	C.S.	**Trainline Controls, complete**		$ 6,130.00	$ 73,560.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
22	36	EA	**Electric Coupler Head, complete (Left)**		$ 9,170.00	$ 330,120.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
23	36	EA	**Electric Coupler Head, complete (Right)**		$ 8,710.00	$ 313,560.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -

ITEM	QTY.	UNIT	DESCRIPTION		UNIT PRICE	EXTENDED PRICE
24	200	EA	**Electric Coupler Head, Contacts**		$ 190.00	$ 38,000.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
25	12	C.S.	**No. 2 End Coupler Equipment, complete**		$ 12,730.00	$ 152,760.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
26	14	C.S.	**Propulsion, Braking, and Wheelslip Control Equipment, complete (Excluding Truck Mounted Components and Propulsion Inverter Packages). Including, but not limited to, Circuit Cards, High Speed Circuit Breaker and Knife Switch Assembly**		$ 55,830.00	$ 781,620.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
27	10	C.S.	**Propulsion Inverter Assembly, complete**		$ 157,440.00	$ 1,574,400.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
28	18	C.S.	**Propulsion Inverter Assembly, disassembled (by module, circuit card, etc.)**		$ 118,280.00	$ 2,129,040.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
29	18	EA	**Propulsion Inverter IGBT and heat sink Assembly**		$ 20,210.00	$ 363,780.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -

CONFIDENTIAL

ITEM	QTY.	UNIT	DESCRIPTION		UNIT PRICE	EXTENDED PRICE
30	12	EA	**Master Controller**		$ 5,440.00	$ 65,280.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
31	12	EA	**Inching Switch Assembly, complete**		$ 360.00	$ 4,320.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
32	12	C.S.	**HVAC Unit, complete**			$ -
				QTY.		
			If not interchangeable between Lines: Orange Line	8	$ 51,380.00	$ 411,040.00
			Red Line	4	$ 52,770.00	$ 211,080.00
33	18	EA	**Air Comfort System Motor/Compressor complete**		$ 1,880.00	$ 33,840.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
34	18	EA	**Air Comfort System Evaporator Blower Unit, complete**		$ 2,200.00	$ 39,600.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
35	18	EA	**Air Comfort System Condenser Motor/Fan Assembly, complete**		$ 2,440.00	$ 43,920.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -

CONFIDENTIAL

ITEM	QTY.	UNIT	DESCRIPTION		UNIT PRICE	EXTENDED PRICE
36	18	EA	**Air Comfort System Controls (by module circuit card, etc.)**		$ 3,620.00	$ 65,160.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
37	12	C.S.	**All Motors (except Traction and Air Comfort System Motors)**			$ -
				QTY.		
			If not interchangeable between Lines: Orange Line	8	$ 4,900.00	$ 39,200.00
			Red Line	4	$ 5,360.00	$ 21,440.00
38	5	C.S.	**Passenger Side Door System, complete, including controller module, Excluding Side Door Leafs**			$ -
				QTY.		
			If not interchangeable between Lines: Orange Line	3	$ 52,680.00	$ 158,040.00
			Red Line	2	$ 71,880.00	$ 143,760.00
39	4	C.S.	**Side Door Leaf, Complete Assemblies, including all Hardware, Edges, Seals, and Brushes an Brackets**			$ -
				QTY.		
			If not interchangeable between Lines: Orange Line	3	$ 59,830.00	$ 179,490.00
			Red Line	1	$ 79,780.00	$ 79,780.00
40	5	C.S.	**Lighting Fixtures, including LED's**			$ -
				QTY.		
			If not interchangeable between Lines: Orange Line	3	$ 38,150.00	$ 114,450.00
			Red Line	2	$ 40,250.00	$ 80,500.00
41	12	EA	**Vehicle Monitoring Unit**		$ 11,730.00	$ 140,760.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -

CONFIDENTIAL

ITEM	QTY.	UNIT	DESCRIPTION		UNIT PRICE	EXTENDED PRICE
42	24	EA	**Vehicle Monitoring Display**		$ 12,680.00	$ 304,320.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
43	12	EA	**Multifunction Vehicle Bus and Wire Train Bus Modules**		$ 31,640.00	$ 379,680.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
44	15	EA	**LED Interior Lighting Fixtures, each size and type**			$ -
				QTY.		
			If not interchangeable between Lines: Orange Line	10	$ 11,720.00	$ 117,200.00
			Red Line	5	$ 8,250.00	$ 41,250.00
45	30	EA	**LED Interior Lighting Fixture Lenses, each size and type**			$ -
				QTY.		
			If not interchangeable between Lines: Orange Line	20	$ 930.00	$ 18,600.00
			Red Line	10	$ 670.00	$ 6,700.00
46	60	EA	**LED Lamp Sockets**		$ 60.00	$ 3,600.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
47	20	EA	**Vehicle and Train Ethernet Switches**		$ 35,320.00	$ 706,400.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -

CONFIDENTIAL

ITEM	QTY.	UNIT	DESCRIPTION		UNIT PRICE	EXTENDED PRICE
48	18	C.S.	**Communication, Intercom, Passenger Emergency Intercom with PEI Stations, Radio, Public Address Equipment and Power Supplies, complete (excluding Passenger Compartment and Cab Speakers)**		$ 75,750.00	$ 1,363,500.00
			If not interchangeable between Lines:	QTY.		
			Orange Line			$ -
			Red Line			$ -
49	5	C.S.	**Interior, Exterior and Cab Speakers**			$ -
			If not interchangeable between Lines:	QTY.		
			Orange Line	3	$ 3,740.00	$ 11,220.00
			Red Line	2	$ 3,840.00	$ 7,680.00
50	18	EA	**Motorman Handset, with Cable**		$ 640.00	$ 11,520.00
			If not interchangeable between Lines:	QTY.		
			Orange Line			$ -
			Red Line			$ -
51	12	EA	**End Destination Sign, complete**		$ 2,990.00	$ 35,880.00
			If not interchangeable between Lines:	QTY.		
			Orange Line			$ -
			Red Line			$ -
52	20	EA	**Side Destination Sign, complete**			$ -
			If not interchangeable between Lines:	QTY.		
			Orange Line	13	$ 1,640.00	$ 21,320.00
			Red Line	7	$ 1,640.00	$ 11,480.00
53	18	EA	**Transverse Interior Message Display Assembly, complete**		$ 4,010.00	$ 72,180.00
			If not interchangeable between Lines:	QTY.		
			Orange Line			$ -
			Red Line			$ -

CONFIDENTIAL

ITEM	QTY.	UNIT	DESCRIPTION		UNIT PRICE	EXTENDED PRICE
54	12	EA	**Automatic Announcement and Sign Control Unit, complete**		$ 1,530.00	$ 18,360.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
55	60	EA	**LCD Monitors**			$ -
				QTY.		
			If not interchangeable between Lines: Orange Line	40	$ 3,480.00	$ 139,200.00
			Red Line	20	$ 3,480.00	$ 69,600.00
56	12	EA	**Active Route Maps, each type**			$ -
				QTY.		
			If not interchangeable between Lines: Orange Line	8	$ 2,290.00	$ 18,320.00
			Red Line	4	$ 2,290.00	$ 9,160.00
57	8	C.S.	**Interior Lining/ Panel Assemblies including Windscreens**			$ -
				QTY.		
			If not interchangeable between Lines: Orange Line	5	$ 37,190.00	$ 185,950.00
			Red Line	3	$ 42,570.00	$ 127,710.00
58	2	C.S.	**Interior Trim, finished**		$ 7,310.00	$ 14,620.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
59	2	C.S.	**Floor covering**		$ 4,650.00	$ 9,300.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -

ITEM	QTY.	UNIT	DESCRIPTION		UNIT PRICE	EXTENDED PRICE
60	2	C.S.	**Stanchion Assemblies**			$ -
				QTY.		
			If not interchangeable between Lines: Orange Line	1	$ 850.00	$ 850.00
			Red Line	1	$ 950.00	$ 950.00
61	10	C.S.	**#2 End and #1 End Non-cab Car Door Assembly, complete**		$ 8,480.00	$ 84,800.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
62	4	C.S.	**#1 End Door Assembly, complete, Cab Car**		$ 3,950.00	$ 15,800.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
63	10	EA	**Cab Access Door Assembly, complete**		$ 3,180.00	$ 31,800.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
64	12	C.S.	**Cab Sash Assembly, complete**		$ 4,830.00	$ 57,960.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
65	5	C.S.	**Window/ Windshield Glass, all types, including Side and End Doors**			$ -
				QTY.		
			If not interchangeable between Lines: Orange Line	3	$ 4,970.00	$ 14,910.00
			Red Line	2	$ 5,880.00	$ 11,760.00

ITEM	QTY.	UNIT	DESCRIPTION		UNIT PRICE	EXTENDED PRICE
66	10	C.S.	**Window Glazing all types, including Side and End Doors**			$ -
				QTY.		
			If not interchangeable between Lines: Orange Line	7	$ 12,290.00	$ 86,030.00
			Red Line	3	$ 12,450.00	$ 37,350.00
67	60	C.S.	**Passenger Seat Inserts**		$ 170.00	$ 10,200.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
68	10	EA	**Passenger Seat Assemblies, each type, Complete**		$ 7,910.00	$ 79,100.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
69	12	EA	**Operator's Seat Assembly, complete**		$ 3,530.00	$ 42,360.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
70	5	C.S.	**Switches, all types, all systems**		$ 16,660.00	$ 83,300.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
71	10	C.S.	**Prefabricated Electrical Cable Assemblies, all types, all systems**			$ -
				QTY.		
			If not interchangeable between Lines: Orange Line	7	$ 101,990.00	$ 713,930.00
			Red Line	3	$ 103,030.00	$ 309,090.00

ITEM	QTY.	UNIT	DESCRIPTION		UNIT PRICE	EXTENDED PRICE
72	10	C.S.	**Electrical Connectors, all types, all systems**		$ 42,230.00	$ 422,300.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
73	10	C.S.	**Relays, Contactors, all types, all systems**		$ 19,840.00	$ 198,400.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
74	12	C.S.	**Prefabricated Pneumatic Lines, all types, all systems**			$ -
				QTY.		
			If not interchangeable between Lines: Orange Line	8	$ 15,020.00	$ 120,160.00
			Red Line	4	$ 15,020.00	$ 60,080.00
75	5	C.S.	**Circuit Breakers, all types, all systems**		$ 9,880.00	$ 49,400.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
76	18	C.S.	**Fuses, all types, all systems**		$ 2,050.00	$ 36,900.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
77	14	C.S.	**Windshield Wiper and Washer Equipment, Complete**		$ 320.00	$ 4,480.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -

ITEM	QTY.	UNIT	DESCRIPTION		UNIT PRICE	EXTENDED PRICE
78	6	EA	**Emergency Ladder, complete**		$ 720.00	$ 4,320.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
79	6	EA	**Evacuation Chair, complete**		$ 3,730.00	$ 22,380.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
80	20	EA	**Fire Extinguisher, 10 lb**		$ 90.00	$ 1,800.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
81	20	EA	**Fire Extinguisher, 5 lb**		$ 40.00	$ 800.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
82	5	C.S.	**End Gates, complete**		$ 5,450.00	$ 27,250.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
83	9	EA	**Each type formed Structural Carbody Components***			$ -
				QTY.		
			If not interchangeable between Lines: Orange Line	6	$ 14,350.00	$ 86,100.00
			Red Line	3	$ 14,350.00	$ 43,050.00
84	5	EA	**Anti-climbers, each type**			$ -
				QTY.		
			If not interchangeable between Lines: Orange Line	3	$ 6,790.00	$ 20,370.00
			Red Line	2	$ 6,790.00	$ 13,580.00

** Note :*
The Proposer understands that Item No. 83 Each type formed Structural Carbody Components consists of Collision Posts and Corner Posts, and have priced this item accordingly .

ITEM	QTY.	UNIT	DESCRIPTION		UNIT PRICE	EXTENDED PRICE
85	20	C.S.	**Crush Zone Elements, complete**		$ 4,380.00	$ 87,600.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
86	5	C.S.	**All Truck Components, excluding Items Two (2) through Ten (10)**			$ -
				QTY.		
			If not interchangeable between Lines: Orange Line	3	$ 197,920.00	$ 593,760.00
			Red Line	2	$ 197,920.00	$ 395,840.00
87	6	C.S.	**Exterior Feature Stripe Material**			$ -
				QTY.		
			If not interchangeable between Lines: Orange Line	4	$ 1,790.00	$ 7,160.00
			Red Line	2	$ 1,790.00	$ 3,580.00
88	10	C.S.	**LED Lighting Conditioning Power Supplies, if required**		$ 2,270.00	$ 22,700.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
89	12	EA	**Instructor's Seat, complete**		$ 3,530.00	$ 42,360.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
90	9	C.S.	**Stretcher and Emergency Evacuation Chair**		$ 280.00	$ 2,520.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -

CONFIDENTIAL

ITEM	QTY.	UNIT	DESCRIPTION		UNIT PRICE	EXTENDED PRICE
91	6	C.S.	**Ad Card Frames, complete**			$ -
				QTY.		
			If not interchangeable between Lines: Orange Line	4	$ 510.00	$ 2,040.00
			Red Line	2	$ 680.00	$ 1,360.00
92	2	C.S.	**Cab Console, complete**			$ -
				QTY.		
			If not interchangeable between Lines: Orange Line	1	$ 41,070.00	$ 41,070.00
			Red Line	1	$ 41,070.00	$ 41,070.00
93	10	C.S.	**Cab Console Equipment, including all Indicators, Switches, and Buttons Monitoring Panels, etc.**		$ 21,210.00	$ 212,100.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
94	16	C.S.	**Hostler Panel and all Indicators, Switches and Buttons in the Non-Cab Car**		$ 8,710.00	$ 139,360.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
95	12	C.S.	**Event Recorder System**		$ 7,030.00	$ 84,360.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
96	20	EA	**ATP Receiver Coils**		$ 2,960.00	$ 59,200.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -

ITEM	QTY.	UNIT	DESCRIPTION		UNIT PRICE	EXTENDED PRICE
97	4	EA	**Brake Assurance Accelerometers**		$ 2,390.00	$ 9,560.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
98	9	EA	**ATP/ASR Unit Assemblies and Cases**		$ 6,210.00	$ 55,890.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
99	9	EA	**ATP Modules**		$ 1,090.00	$ 9,810.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
100	9	EA	**ASR Modules**		$ 1,620.00	$ 14,580.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
101	9	EA	**ADU Units**		$ 6,940.00	$ 62,460.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -
102	9	EA	**ATP/ASR Conditioning Power Supplies, if separate**		$ 3,910.00	$ 35,190.00
				QTY.		
			If not interchangeable between Lines: Orange Line			$ -
			Red Line			$ -

ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
103	34	C.S.	**Complete Carsets of Printed Circuit Board and Assemblies for all Subsystems**	$ 88,220.00	$ 2,999,480.00
			QTY.		
			If not interchangeable between Lines: Orange Line _____		$ -
			Red Line _____		$ -
104	13	EA	**Wireless LAN Radio and antenna, complete**	$ 11,360.00	$ 147,680.00
			QTY.		
			Orange Line _____		$ -
			Red Line _____		$ -
105	13	EA	**Wireless LAN Gateway and antenna, complete**	$ 11,360.00	$ 147,680.00
			QTY.		
			Orange Line _____		$ -
			Red Line _____		$ -
106	13	EA	**GPS and antenna, complete**	$ 11,360.00	$ 147,680.00
			QTY.		
			Orange Line _____		$ -
			Red Line _____		$ -
107	1	EA	**Wayside WLAN and antenna, complete**	$ 11,360.00	$ 11,360.00
			TOTAL AMOUNT	**$**	**29,522,860.00**
				(Carry forward to Item 2 on page B-8)	

Note: The Authority reserves the right to determine the final mix and quantity per line item following confirmation of design.

NOTE: THE AUTHORITY RESERVES THE RIGHT TO PURCHASE SPARE PARTS EITHER AS A TOTAL PACKAGE OR ON AN INDIVIDUAL-ITEM BASIS, AND/OR TO INCREASE OR TO DECREASE QUANTITIES LISTED, WHICHEVER IS IN THE BEST INTEREST OF THE AUTHORITY.

SECTION B
PART A PRICE PROPOSAL

CONFIDENTIAL

Option I **Red Line Cars with Capital Spares**

The Authority reserves the right within five (5) years of the Notice to Proceed to exercise an option for the furnishing and delivery of 58 Red Line Cars with Capital Spares (identified by item and quantity in Section B Part A Capital Spare Parts – Option I). Prices offered shall remain fixed for Vehicles and Capital Spare Parts purchased through the end of thirty-six (36) months following the Notice to Proceed, and shall be subject to escalation pursuant to Section C2.02 for Vehicles and Capital Spare Parts purchased thereafter.

The Authority reserves the right to assign this or other Options in total or portion thereof, to another transit agency, subject to the acceptance of the terms and conditions by both parties.

Quantity	Unit Price	Extended Price
58	$ 2,465,000.00	$ 142,970,000.00
Capital Spares		$ 7,937,750.00

(Total Cars with Capital Spares; Carry forward to page B-9, Item No. Option I)

SECTION B
PART A PRICE PROPOSAL

CONFIDENTIAL

CAPITAL SPARE PARTS (OPTION I) - SCHEDULE OF PRICES

ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	5	EA	Truck Complete	$ 219,430.00	$ 1,097,150.00
2	2	C.S.	Primary Suspension Complete	$ 4,880.00	$ 9,760.00
3	3	C.S.	Secondary Suspension Components, including all Truck and Carbody Mounted Valves and Linkages	$ 8,200.00	$ 24,600.00
4	10	EA	Wheel and Axle Assembly, complete	$ 24,960.00	$ 249,600.00
5	4	EA	Gear Units complete with Couplings	$ 13,920.00	$ 55,680.00
6	5	EA	Ground Brush and Ring Assemblies	$ 310.00	$ 1,550.00
7	7	EA	Traction Motors, complete	$ 21,560.00	$ 150,920.00
8	8	EA	Tread Brake Units	$ 14,000.00	$ 112,000.00
9	4	EA	Truck to Carbody Electrical Connectors	$ 1,950.00	$ 7,800.00
10	15	EA	Speed Sensor Probes and Cables of each type	$ 2,170.00	$ 32,550.00
11	3	C.S.	Pneumatic Friction Brake Equipment complete, including Air Horn	$ 29,380.00	$ 88,140.00

CONFIDENTIAL

ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
12	3	EA	Friction Brake Control Unit	$ 32,340.00	$ 97,020.00
13	3	EA	Air Compressor, complete	$ 25,010.00	$ 75,030.00
14	2	C.S.	Battery Assemblies, complete	$ 12,900.00	$ 25,800.00
15	3	EA	Low Voltage DC Power Supply, complete	$ 12,360.00	$ 37,080.00
16	3	EA	Low Voltage DC Power Supply, disassembled (by module circuit card, etc.)	$ 8,810.00	$ 26,430.00
17	3	EA	Auxiliary Inverter Assembly, complete	$ 67,870.00	$ 203,610.00
18	3	EA	Auxiliary Inverter Assembly, disassembled (by module circuit card, etc.)	$ 63,070.00	$ 189,210.00
19	3	C.S.	No. 1 End Coupler Equipment, complete	$ 34,450.00	$ 103,350.00
20	2	C.S.	Drum Switch Assembly, complete (if applicable)	$ 870.00	$ 1,740.00
21	3	C.S.	Trainline Controls, complete	$ 6,130.00	$ 18,390.00
22	9	EA	Electric Coupler Head, complete (Left)	$ 9,170.00	$ 82,530.00
23	9	EA	Electric Coupler Head, complete (Right)	$ 8,710.00	$ 78,390.00
24	50	EA	Electric Coupler Head, Contacts	$ 190.00	$ 9,500.00

ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
25	3	C.S.	**No. 2 End Coupler Equipment, complete**	$ 12,730.00	$ 38,190.00
26	4	C.S.	**Propulsion, Braking, and Wheelslip Control Equipment, complete (Excluding Truck Mounted Components and Propulsion Inverter Packages). Including, but not limited to, Circuit Cards, High Speed Circuit Breaker and Knife Switch Assembly**	$ 55,830.00	$ 223,320.00
27	3	C.S.	**Propulsion Inverter Assembly, complete**	$ 157,440.00	$ 472,320.00
28	5	C.S.	**Propulsion Inverter Assembly, disassembled (by module, circuit card, etc.)**	$ 118,280.00	$ 591,400.00
29	5	EA	**Propulsion Inverter IGBT and heat sink**	$ 20,210.00	$ 101,050.00
30	3	EA	**Master Controller**	$ 5,440.00	$ 16,320.00
31	3	EA	**Inching Switch Assembly, complete**	$ 360.00	$ 1,080.00
32	3	C.S.	**HVAC Unit, complete**	$ 52,770.00	$ 158,310.00
33	5	EA	**Air Comfort System Motor/Compressor complete**	$ 1,880.00	$ 9,400.00
34	5	EA	**Air Comfort System Evaporator Blower Unit, complete**	$ 2,200.00	$ 11,000.00
35	5	EA	**Air Comfort System Condenser Motor/Fan Assembly, complete**	$ 2,440.00	$ 12,200.00

ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
36	5	EA	Air Comfort System Controls (by module circuit card, etc.)	$ 3,620.00	$ 18,100.00
37	3	C.S.	All Motors (except Traction and Air Comfort System Motors)	$ 5,360.00	$ 16,080.00
38	2	C.S.	Passenger Side Door System, complete, including controller module, Excluding Side Door Leafs	$ 71,880.00	$ 143,760.00
39	1	C.S.	Side Door Leaf, Complete Assemblies, including all Hardware, Edges, Seals, and Brushes an Brackets	$ 79,780.00	$ 79,780.00
40	2	C.S.	Lighting Fixtures, including LED's	$ 40,250.00	$ 80,500.00
41	3	EA	Vehicle Monitoring Unit	$ 11,730.00	$ 35,190.00
42	6	EA	Vehicle Monitoring Display	$ 12,680.00	$ 76,080.00
43	3	EA	Multifunction Vehicle Bus and Wire Train Bus Modules	$ 31,640.00	$ 94,920.00
44	4	EA	LED Interior Lighting Fixtures, each size and type	$ 8,250.00	$ 33,000.00
45	8	EA	LED Interior Lighting Fixture Lenses, each size and type	$ 670.00	$ 5,360.00
46	15	EA	LED Lamp Sockets	$ 60.00	$ 900.00

ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
47	5	EA	Vehicle and Train Ethernet Switches	$ 35,320.00	$ 176,600.00
48	5	C.S.	Communication, Intercom, Passenger Emergency Intercom with PEI Stations, Radio, Public Address Equipment and Power Supplies, complete (excluding Passenger Compartment and Cab Speakers)	$ 75,750.00	$ 378,750.00
49	2	C.S.	Interior, Exterior and Cab Speakers	$ 3,840.00	$ 7,680.00
50	5	EA	Motorman Handset, with Cable	$ 640.00	$ 3,200.00
51	3	EA	End Destination Sign, complete	$ 2,990.00	$ 8,970.00
52	5	EA	Side Destination Sign, complete	$ 1,640.00	$ 8,200.00
53	5	EA	Transverse Interior Message Display Assembly, complete	$ 4,010.00	$ 20,050.00
54	3	EA	Automatic Announcement and Sign Control Unit, complete	$ 1,530.00	$ 4,590.00
55	15	EA	LCD Monitors	$ 3,480.00	$ 52,200.00
56	3	EA	Active Route Maps, each type	$ 2,290.00	$ 6,870.00
57	2	C.S.	Interior Lining/ Panel Assemblies including Windscreens	$ 42,570.00	$ 85,140.00
58	1	C.S.	Interior Trim, finished	$ 7,310.00	$ 7,310.00

ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
59	1	C.S.	Floor covering	$ 4,650.00	$ 4,650.00
60	1	C.S.	Stanchion Assemblies	$ 950.00	$ 950.00
61	3	C.S.	#2 End and #1 End Non-cab Car Door Assembly, complete	$ 8,480.00	$ 25,440.00
62	1	C.S.	#1 End Door Assembly, complete, Cab Car	$ 3,950.00	$ 3,950.00
63	3	EA	Cab Access Door Assembly, complete	$ 3,180.00	$ 9,540.00
64	3	C.S.	Cab Sash Assembly, complete	$ 4,830.00	$ 14,490.00
65	2	C.S.	Window/ Windshield Glass, all types, including Side and End Doors	$ 5,880.00	$ 11,760.00
66	3	C.S.	Window Glazing all types, including Side and End Doors	$ 12,450.00	$ 37,350.00
67	15	C.S.	Passenger Seat Inserts	$ 170.00	$ 2,550.00
68	3	EA	Passenger Seat Assemblies, each type, Complete	$ 7,910.00	$ 23,730.00
69	3	EA	Operator's Seat Assembly, complete	$ 3,530.00	$ 10,590.00
70	2	C.S.	Switches, all types, all systems	$ 16,660.00	$ 33,320.00

ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
71	3	C.S.	Prefabricated Electrical Cable Assemblies, all types, all systems	$ 103,030.00	$ 309,090.00
72	3	C.S.	Electrical Connectors, all types, all systems	$ 42,230.00	$ 126,690.00
73	3	C.S.	Relays, Contactors, all types, all systems	$ 19,840.00	$ 59,520.00
74	3	C.S.	Prefabricated Pneumatic Lines, all types, all systems	$ 15,020.00	$ 45,060.00
75	2	C.S.	Circuit Breakers, all types, all systems	$ 9,880.00	$ 19,760.00
76	5	C.S.	Fuses, all types, all systems	$ 2,050.00	$ 10,250.00
77	4	C.S.	Windshield Wiper and Washer Equipment, Complete	$ 320.00	$ 1,280.00
78	2	EA	Emergency Ladder, complete	$ 720.00	$ 1,440.00
79	2	EA	Evacuation Chair, complete	$ 3,730.00	$ 7,460.00
80	5	EA	Fire Extinguisher, 10 lb	$ 90.00	$ 450.00
81	5	EA	Fire Extinguisher, 5 lb	$ 40.00	$ 200.00
82	2	C.S.	End Gates, complete	$ 5,450.00	$ 10,900.00
83	3	EA	Each type formed Structural Carbody Components*	$ 14,350.00	$ 43,050.00

** Note :*
The Proposer understands that Item No. 83 Each type formed Structural Carbody Components consists of Collision Posts and Corner Posts, and have priced this item accordingly .

ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
84	2	EA	Anti-climbers, each type	$ 6,790.00	$ 13,580.00
85	5	C.S.	Crush Zone Elements, complete	$ 4,380.00	$ 21,900.00
86	2	C.S.	All Truck Components, excluding Items Two (2) through Ten (10)	$ 197,920.00	$ 395,840.00
87	2	C.S.	Exterior Feature Stripe Material	$ 1,790.00	$ 3,580.00
88	3	C.S.	LED Lighting Conditioning Power Supplies, if required	$ 2,270.00	$ 6,810.00
89	3	EA	Instructor's Seat, complete	$ 3,530.00	$ 10,590.00
90	3	C.S.	Stretcher and Emergency Evacuation Chair	$ 280.00	$ 840.00
91	2	C.S.	Ad Card Frames, complete	$ 680.00	$ 1,360.00
92	1	C.S.	Cab Console, complete	$ 41,070.00	$ 41,070.00
93	3	C.S.	Cab Console Equipment, including all Indicators, Switches, and Buttons Monitoring Panels, etc.	$ 21,210.00	$ 63,630.00
94	4	C.S.	Hostler Panel and all Indicators, Switches and Buttons in the Non-Cab Car	$ 8,710.00	$ 34,840.00
95	3	C.S.	Event Recorder System	$ 7,030.00	$ 21,090.00
96	5	EA	ATP Receiver Coils	$ 2,960.00	$ 14,800.00

CONFIDENTIAL

ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
97	1	EA	Brake Assurance Accelerometers	$ 2,390.00	$ 2,390.00
98	3	EA	ATP/ASR Unit Assemblies and Cases	$ 6,210.00	$ 18,630.00
99	3	EA	ATP Modules	$ 1,090.00	$ 3,270.00
100	3	EA	ASR Modules	$ 1,620.00	$ 4,860.00
101	3	EA	ADU Units	$ 6,940.00	$ 20,820.00
102	3	EA	ATP/ASR Conditioning Power Supplies, if separate	$ 3,910.00	$ 11,730.00
103	6	C.S.	Complete Carsets of Printed Circuit Board and Assemblies for all Subsystems	$ 88,220.00	$ 529,320.00
104	4	EA	Wireless LAN Radio and antenna, complete	$ 11,360.00	$ 45,440.00
105	4	EA	Wireless LAN Gateway and antenna, complete	$ 11,360.00	$ 45,440.00
106	4	EA	GPS and antenna, complete	$ 11,360.00	$ 45,440.00
107	1	EA	Wayside WLAN and antenna, complete	$ 11,360.00	$ 11,360.00
			TOTAL AMOUNT	$	7,937,750.00

(Carry forward to Page B-9, Item No. Option I)

Note: The Authority reserves the right to determine the final mix and quantity per line item following confirmation of design.

NOTE: THE AUTHORITY RESERVES THE RIGHT TO PURCHASE SPARE PARTS EITHER AS A TOTAL PACKAGE OR ON AN INDIVIDUAL-ITEM BASIS, AND/OR TOINCREASE OR TO DECREASE QUANTITIES LISTED, WHICHEVER IS IN THE BESTINTEREST OF THE AUTHORITY.

SECTION B
PART A PRICE PROPOSAL

OPTION II **INTENTIONALLY OMITTED**

SECTION B
PART A PRICE PROPOSAL

OPTION III **INTENTIONALLY OMITTED**

SECTION B
PART A PRICE PROPOSAL

CONFIDENTIAL

OPTION IV **Additional Capital Spare Parts**

The Authority reserves the right within five (5) years of the Notice to Proceed to purchase additional Capital Spare Parts in an amount up to fifty percent (50%) of the quantities of any items listed in Section B Part A Capital Spare Parts – Base Contract. For additional Capital Spare Parts purchased through the end of thirty-six (36) months following the Notice to Proceed, they shall be offered at the same unit prices offered for Capital Spare Parts for the Base Contract. For additional Capital Spare Parts purchased thereafter, prices shall be subject to escalation pursuant to Section C2.02.

Note: The prices to be paid for additional Option Spares which the Authority may elect to purchase under Option IV will not be greater than the Offeror's quoted price of the Base Proposal.

TOTAL AMOUNT $ 14,988,020.00

(Carry forward to page B-9
Item No. Option IV)

SECTION B
PART A PRICE PROPOSAL

CONFIDENTIAL

OPTION V **CCTV Operator Display Screens**

The Authority reserves the right within three (3) months of the Notice to Proceed to exercise an option for the supply and installation of 113 CCTV Operator Display Screens as described in T 5.03.11, as well as manuals, training, special tools, diagnostic equipment and other items as applicable. The unit and total price shall include an allowance for associated Capital Spare Parts in the form of an additional ten percent (10%) of the base unit price. In order to avoid any ambiguity, Offerors shall add to the base unit price for this option a sum representing ten percent (10%) of the base unit price.

***OPTION V(a)** If Option I is exercised, the Authority reserves the right to increase the quantity of all of the above by 29 units at the same unit price. The unit and total price for Option V(a) shall not include a ten percent (10%) allowance for associated Capital Spare Parts.

Quantity	Unit Price	10% Allowance for Spares	Extended Price
113 Units	$ 6,540.00	$ 73,902.00	$ 812,922.00 (Carry forward to page B-10, Item No. Option V)
29 Units	$ 5,260.00		$ 152,540.00 (Carry forward to page B-10, Item No. Option V(a))

SECTION B
PART A PRICE PROPOSAL

CONFIDENTIAL

OPTION VI **Gap Mitigation Device**

The Authority reserves the right within three (3) months of the Notice to Proceed to exercise an option for the supply and installation of 226 Gap Mitigation Devices as described in T 6.02.10, as well as manuals, training, special tools, diagnostic equipment and other items as applicable. The unit and total price shall include an allowance for associated Capital Spare Parts in the form of an additional ten percent (10%) of the base unit price. In order to avoid any ambiguity, Offerors shall add to the base unit price for this option a sum representing ten percent (10%) of the base unit price.

***OPTION VI(a)** If Option I is exercised, the Authority reserves the right to increase the quantity of all of the above by 58 units at the same unit price. The unit and total price for Option VI(a) shall not include a ten percent (10%) allowance for associated Capital Spare Parts.

Quantity	Unit Price	10% Allowance for Spares	Extended Price
226 Units	$ 21,350.00	$ 482,510.00	$ 5,307,610.00 (Carry forward to page B-11, Item No. Option VI)
58 Units	$ 17,100.00		$ 991,800.00 (Carry forward to page B-11, Item No. Option VI(a))

SECTION B
PART A PRICE PROPOSAL

CONFIDENTIAL

OPTION VII **Internal and External Passenger Door Pushbuttons**

The Authority reserves the right within three (3) months of the Notice to Proceed to exercise an option for the supply and installation of 1,504 sets of Internal and External Passenger Door Open Pushbuttons as described in T 6.03.03, as well as manuals, training, special tools, diagnostic equipment and other items as applicable. The unit and total price shall include an allowance for associated Capital Spare Parts in the form of an additional ten percent (10%) of the base unit price. In order to avoid any ambiguity, Offerors shall add to the base unit price for this option a sum representing ten percent (10%) of the base unit price.

***OPTION VII(a)** If Option I is exercised, the Authority reserves the right to increase the quantity of all of the above by 464 sets at the same unit price. The unit and total price for Option VII(a) shall not include a ten percent (10%) allowance for associated Capital Spare Parts.

Quantity	Unit Price	10% Allowance for Spares	Extended Price
1504 Sets	$ 640.00	$ 96,256.00	$ 1,058,816.00 (Carry forward to page B-12, Item No. Option VII)
464 Sets	$ 280.00		$ 129,920.00 (Carry forward to page B-12, Item No. Option VII(a))

SECTION B
PART A PRICE PROPOSAL

CONFIDENT

OPTION VIII **LCD Monitors**

The Authority reserves the right within three (3) months of the Notice to Proceed to exercise an option for the supply and installation of 752 LCD Monitors as described in T 13.02.15, as well as manuals, training, special tools, diagnostic equipment and other items as applicable. The unit and total price shall include an allowance for associated Capital Spare Parts in the form of an additional ten percent (10%) of the base unit price. In order to avoid any ambiguity, Offerors shall add to the base unit price for this option a sum representing ten percent (10%) of the base unit price.

***OPTION VIII(a)** If Option I is exercised, the Authority reserves the right to increase the quantity of all of the above by 232 units at the same unit price. The unit and total price for Option VIII(a) shall not include a ten percent (10%) allowance for associated Capital Spare Parts.

Quantity	Unit Price	10% Allowance for Spares	Extended Price
752 Units	$ 4,170.00	$ 313,584.00	$ 3,449,424.00 (Carry forward to page B-13, Item No. Option VIII)
232 Units	$ 3,600.00		$ 835,200.00 (Carry forward to page B-13, Item No. Option VIII(a))

SECTION B
PART A PRICE PROPOSAL

CONFIDENTIAL

OPTION IX **Active Route Maps**

The Authority reserves the right within three (3) months of the Notice to Proceed to exercise an option for the supply and installation of 752 Active Route Maps as described in T 13.02.16, as well as manuals, training, special tools, diagnostic equipment and other items as applicable. The unit and total price shall include an allowance for associated Capital Spare Parts in the form of an additional ten percent (10%) of the base unit price. In order to avoid any ambiguity, Offerors shall add to the base unit price for this option a sum representing ten percent (10%) of the base unit price.

***OPTION IX(a)** If Option I is exercised, the Authority reserves the right to increase the quantity of all of the above by 232 units at the same unit price. The unit and total price for Option IX(a) shall not include a ten percent (10%) allowance for associated Capital Spare Parts.

Quantity	Unit Price	10% Allowance for Spares	Extended Price
752 Units	$ 3,110.00	$ 233,872.00	$ 2,572,592.00
			(Carry forward to page B-14, Item No. Option IX)
232 Units	$ 2,740.00		$ 635,680.00
			(Carry forward to page B-14, Item No. Option IX(a))

SECTION B
PART A PRICE PROPOSAL

CONFIDENTIAL

OPTION X **Automatic Passenger Counting System**

The Authority reserves the right within three (3) months of the Notice to Proceed to exercise an option for the supply and installation of 1,504 Automatic Passenger Counting Systems as described in T 13.02.22, as well as manuals, training, special tools, diagnostic equipment and other items as applicable. The unit and total price shall include an allowance for associated Capital Spare Parts in the form of an additional ten percent (10%) of the base unit price. In order to avoid any ambiguity, Offerors shall add to the base unit price for this option a sum representing ten percent (10%) of the base unit price.

***OPTION X(a)** If Option I is exercised, the Authority reserves the right to increase the quantity of all of the above by 464 units at the same unit price. The unit and total price for Option X(a) shall not include a ten percent (10%) allowance for associated Capital Spare Parts.

Quantity	Unit Price	10% Allowance for Spares	Extended Price
1504 Units	$ 1,780.00	$ 267,712.00	$ 2,944,832.00 (Carry forward to page B-15, Item No. Option X)
464 Units	$ 1,360.00		$ 631,040.00 (Carry forward to page B-15, Item No. Option X(a))

SECTION B
PART A PRICE PROPOSAL

CONFIDENT

OPTION XI **Training Simulator**

The Authority reserves the right within twenty-four (24) months of the Notice to Proceed to exercise an option for the supply of 1 (1) Training Simulator as described in T 22.02.08, as well as manuals, training, and other items as applicable.

Quantity	Unit Price	Extended Price
1 Unit	$ 3,334,160.00	$ 3,334,160.00

(Carry forward to page B-15, Item No. Option XI)

Clarifications

TERMS AND CONDITIONS ALTERNATES

Kawasaki wishes to propose alternatives and request clarifications to the contract terms and conditions as described in Table 1 below.

In addition, Kawasaki has reviewed the schedule of partial payments for both the base contract and the options and we would like to propose alternate provisions as described in Table 2 and Table 3 respectively.

Kawasaki believes that these proposed changes and mutually-agreed clarifications will result in an equitable situation, which is consistent with standard industry practice.

Kawasaki would be pleased to discuss these with the Authority in a face-to-face meeting prior to the BAFO stage of this procurement, to ensure mutual understanding and agreement.

TABLE 1: TERMS AND CONDITIONS ALTERNATES LIST

#	Current Provision	Clarifications and/or Suggested Amendments
1.	The Authority reserves the right within five (5) years of the Notice to Proceed to exercise an option for the furnishing and delivery of 58 Red Line Cars with Capital Spares.	In conjunction with Item No.7, Kawasaki proposes that if the Option is issued within a sufficient timeframe to support the option vehicle delivery, consecutive to the Base Red Line Vehicles, the Contractor will execute such delivery approach; however, if the Option NTP is not issued in time to support this approach, the Contractor shall be allowed to make delivery consecutive to the completion of the Orange Line Vehicles.
2.	Prices offered shall remain fixed for Vehicles and Capital Spare Parts purchased throughout the end of thirty-six (36) months following the Noticed to proceed	In conjunction with Item No.4, all Option Contracts shall be subject to escalation based on the revised method of calculation.
3.	For additional Capital Spare Parts purchased through the end of thirty-six (36) months following the Notice to Proceed, they shall be offered at the same unit prices offered for Capital Spare Parts for the Base Contract	In conjunction with Item No.4, all Option Contracts shall be subject to escalation based on the revised method of calculation.
4.	Escalation is not applicable to any Option I Vehicles and Capital Spare Parts and Option IV Capital Spare Parts purchased within the first thirty-six (36) months from Notice to Proceed.	The standard industry practice is to apply escalation at the point of delivery of the product (vehicle/spare) and not at the point of purchase. For this reason, Kawasaki proposes to amend all options as being subject to escalation and the method of escalation is to be revised to the following approach:
5.	Adjusted Labor Index : ".... For the month prior to the purchase of the Option IV Vehicles and Option IV Capital Spare Parts".	Adjusted Labor Index : ".... For the month prior to the ~~purchase~~ scheduled delivery of the Option IV Vehicles and Option IV Capital Spare Parts".
6.	The indices applicable for labor adjustment shall consist of the following three types : NAICS Code 336 (88.9%) , NAICS Code 333 (8.7%), NAICS Code 55 (2.2%)	The total percentage of the three indices adds up to 99.8%. Kawasaki believes that the correct total should be 100%; therefore, please revise the percentage of the indices to achieve the 100% figure.

#	Current Provision	Clarifications and/or Suggested Amendments
7.	The Contractor will carry and maintain, throughout the term of the Contract, including any extension and warranty period, all insurance in form and amounts reasonably satisfactory to the Authority required under this section.	We understand that the current insurance requirement is specifying total of $10 Million, aggregated for Commercial General Liability and Umbrella Liability combined, as the purpose of the Umbrella policy is to cover the same damages. Please confirm.
8.	In the event the Authority incurs extra costs, including consultant costs, which are directly attributable the Contractor fulfilling its warranty obligations or the Contractor's breach of its warranty obligations, Contractor shall be responsible for the Authority's total extra costs it incurs for the related labor, materials, equipment and/or consultant services, including consultant efforts reviewing drawings, conducting inspections and monitoring FMI procedures. The remedies included herein are not exclusive and are in addition to those available to the Authority under the Contract and at law.	We understand the need for the Authority to include such provision to the contract; however, we also envision that such provision will not be necessary in the event this contract is awarded to a credible Contractor. We would like to confirm that the Authority does not intend to enforce this provision unless the Contractor willingly fails to comply to the warranty provisions, and notifications will be provided by the Authority prior to the Authority commencing such action.
9.	The Contractor shall, within ten (10) days from discovery of a breach of warranty or notification by the Authority of a warranty claim (whichever occurs first), deliver repaired and replaced parts; prior Authority authorization is required for return period exceeding ten (10) days.	We understand that the underlined section of this provision allows the Contractor to work with the Authority on a case by case basis, depending on the nature of the replacement and will not automatically enforce the 10 day rule, as it would become a cost driver to the Offerors and its subcontractors.
10.	If a vehicle is removed from revenue service for one (1) week or more for warranty/repair/retrofit work, the duration of time the vehicle is removed from service will extend the warranty period accordingly.	We understand that this provision may be subject to revalidation based on the nature of such work and both the Authority and the Contractor will work towards resolving the issues in order to place the vehicles back to revenue service as soon as possible. We believe the extension of warranty will only apply in cases where the Contractor fails to provide such efforts.

#	Current Provision	Clarifications and/or Suggested Amendments
11.	The Authority requires that the Contractor establish a local engineering/Business Office, within the MBTA service network, for the duration of the Contract to facilitate clear and timely communications between the Contractor and the Authority relative to design review and project harmony	We understand that this provision has traditionally been part of all MBTA contracts to date, but we believe this is a cost driver to the project. Kawasaki, as a successful contractor for past MBTA contracts, believes such activities can be performed in a timely and harmonious manner, utilizing its Yonkers NY location, which is a one-day accessible trip from MBTA. We would like to confirm whether our past proven methods can be applied to the execution of this program as well.
12.	Any financial benefits accruing from the substituted materials, components, design, or fabrication shall be split between the Contractor on a 70/30 - Authority /Contractor split respectively.	The recent trend in the industry is to adopt alternative materials to the extent possible, in order for the Authority to benefit in the cost of procuring the vehicles as well as the spare parts for future use. In order to enhance Contractor/Sub-supplier's motivation, contracts have allowed this incentive for the benefit of the Contractor. If MBTA wishes to pursue this approach, we believe it would be in the best interest of the Authority to increase the incentive value to 50% for Contractor/Sub-suppliers.
13.	Delivery of Option I Red Line Vehicles shall commence not later than one month following the delivery of the Red Line production fleet at the rate of four (4) cars a month per line. Hours/Days of delivery shall be approved by the Authority.	In conjunction with Item No.1, the Proposer believes the option cut off of NTP+5 years may not be fully sufficient to support the consecutive delivery of option vehicles upon conclusion of the Base Order Red Line Vehicle delivery. In order to support the consecutive manufacturing approach, we suggest to either amend this provision to NTP+4½ years, or revise the basis to completion of Base Order Vehicle delivery, which would be completion of the Orange Line Vehicles.

#	Current Provision	Clarifications and/or Suggested Amendments
14.	No more than eight (8) unaccepted cars shall be permitted to be delivered by the Contractor to the Authority	We would like to discuss with the Authority the possibility of increasing the number of unaccepted cars on the Authority's property in conjunction with the requirement under TS 20.23.07, 1000 Miles Operational Test, which we understand is part of the Conditional Acceptance criteria of the production cars. The TS requires this testing to be conducted in 6 car train sets, whereas the delivery pitch for this contract is 4 cars per month (per vehicle type). In order to accommodate this requirement, the Contractor must wait for the 2nd month delivery to be completed prior to commencing testing, which automatically means that the number of unaccepted cars on MBTA's property will be 8 cars, provided there is only 1 car type. In addition, we would also like to bring to the Authority's attention that there are periods where the delivery of the Orange Line and Red Line overlap, providing further negative factors to accommodate this requirement.
15.	The Contractor shall make all reasonable efforts to ensure the availability of replacement parts for these cars for a minimum of fifteen (15) years after the date of acceptance.	The current duration stated in the contract is comparatively longer than those required under average contracts, and would be a potential cost driver. We would like to discuss with the Authority the possibility of decreasing the number of years required.
16.	<As amended via Addendum No.7 > The Authority reserves the right to adjust the quantities for Capital Spares listed in Section B Part A Item 2, Option I and Option IV within a thirty-six (36) month period from NTP	We would like to confirm that the NTP as used in this section refers to the NTP of the base contract, and also that in the event that a quantity adjustment is incorporated, the total price will be adjusted via Change Order.
17.	<As amended via Addendum No.7 > In no event shall the Contractor be liable to the Authority for any indirect, special, incidental or consequential damages except to the extent that any such damages are included in liquidated damages and/or any such damages are recoverable under such policies of insurance required to be carried by the Contractor	In reference to our previous request submitted under RFC, in addition to the amendments made via Addendum No.7, we propose to incorporate capping of liability as follows: "The Contractor's liability shall be limited to one hundred percent (100%) of the contract value"

#	Current Provision	Clarifications and/or Suggested Amendments
18.	Though the base order funding is by the State, the TC requires Domestic US Content requirement (the cost of the rolling stock produced in the US is to be more than 60% of the cost of rolling stock component), which shall be incorporated from the base order of this procurement. In addition, the TC further specifies under C7.19 that the Authority reserves the right to amend the Contract to include provisions applicable to FTA funded procurements in the event that federal funds will be used for this Agreement.	We would like to confirm the intention of C.17, as we do not fully understand the need for MBTA to incorporate this provision on the Base Contract. There were cases in past MBTA contracts where the base order was funded by the State and the option contract was Federally funded. In those cases, the application of C7.19 was sufficient to incorporate the future federal provisions. We would like an opportunity to clarify this issue in the post bid proposal in hopes of offering the most beneficial solution during the BAFO stage.
19.	Late Delivery : $500 per day per car	The average industry standard for Late Delivery amounts is about $200/Car/Day. We believe that the current amount is relatively high, contributing to a cost driver of this proposal and suggests that the Authority consider amending this amount to an industry standard level.
20.	The Contractor will be granted no more than ten days to make available to the Authority such quantity as it may be reasonably needed to initiate effective corrective action.	In conjunction with Item No.6, we believe this provision can be applied on case by case basis and to not enforce penalties. We understand that the Authority's intention is the same as the contract provision states "initiate effective corrective actions". We assume it is not the intention of the Authority to force the Contractor and sub-suppliers to retain multiple warranty spares, which will be a cost driver for this procurement.
21.	Milestone payments shall be achieved and become eligible for payment on in the sequential order listed below in Section C10.01.B	We understand that the Authority has laid out the milestones in the sequence it envisions they will occur, however, due to the unique nature of this program where projects for two distinct projects occur in parallel, there may be occasions where certain milestones occur prior to others. For this reason, we request to delete the provision of sequential payment and allow payment as each milestone is accomplished, regardless of the order it may occur.

#	Current Provision	Clarifications and/or Suggested Amendments
22.	The current milestone constitutes of provisions related to "Approval"	The current milestone wording as described, stipulates that no payment will be made until successful approval of the related activity, which would be a cost driver for this proposal. The industry's standard practice is to allow the Contractor to mobilize the program on the condition that each activity is "Conditionally Accepted". We believe the payment provision should link with the progress of the project, in order for the Contractor to pay the suppliers as each related work item progresses.
23.	Suggestion is made to revise the current milestone percentage for cost effective procurement purposes	Please refer to the enclosed proposal for details
24.	In accordance with Section 10.01, the Contractor shall prepare an invoice for approved change order(s) on an individual vehicle basis and become eligible for payment at the time of Conditional Acceptance of each vehicle.	We believe that Change Orders are purely to increase/decrease the Contract Value, therefore, their payment should be treated in the same fashion as the Milestone Payments described under C10.01.B. Thus we request to delete this provision entirely.
25.	Contractor shall issue invoice(s) for executed Change Order(s) on a per Car basis at the milestone corresponding to the Conditional Acceptance of said Car or at the Conditional Acceptance of the incorporation of the defined workscope, whichever occurs last.	In conjunction with Item No.20, we request to delete this provision entirely.

TABLE 2: SCHEDULE OF PARTIAL PAYMENTS

C10.01B - Schedule of Partial Payments

Alternate

1) Deletion of Sequential Payment
2) Revisions to Milestone Wording
3) Revisions to Payment

Payment No	Payment MS Orange Line	Payment MS Red Line	Incremental %	Accumulative % - ORANGE	Accumulative % - RED	Accumulative % - Combined
OR-A1	*Notice to Proceed*		*5.0%*	*2.5%*	*2.5%*	*5.0%*
OR-1	Conditional Approval of Master Schedule and Management Plan including engineering and production schedules, project management and quality assurance plan		5.0%	5.0%	5.0%	10.0%
OR-2	Conditional Approval of Reliability Program Plan [CDRL 02-07]		1.0%	5.5%	5.5%	11.0%
OR-3	Placement of major supplier purchase orders as listed in C5.15F		5.0%	8.0%	8.0%	16.0%
O-4	Conditional Approval of Orange Line design phase Reliability Prediction Summary Report [CDRL 02-06] and System Safety Program Plan [CDRL 02-17]		0.5%	8.5%		16.5%
R-4		Conditional Approval of Red Line design phase Reliability Predictions Summary Report [CDRL 02-06] and System Safety Program Plan [CDRL 02-17]	0.5%		8.5%	17.0%

Payment No	Payment MS Orange Line		Payment MS Red Line	Incremental %	Accumulative % - ORANGE	Accumulative % - RED
OR-5	Conditional Approval of Preventative Maintenance Schedule [CDRL 02-14], and Mean Time to Repair [CDRL 02-15]		1.0%	9.0%	9.0%	18.0%
O-6	~~Final~~ Conditional approval Orange Line Mockups		3.0%	12.0%		21.0%
R-6		~~Final~~ Conditional approval Red Line Mockups	3.0%		12.0%	24.0%
O-7	Orange Line Final Design Review conditional approval		5.0%	17.0%		29.0%
R-7		Red Line Final Design Review conditional approval	5.0%		17.0%	34.0%
OR-8	Conditional Approval of Orange & Red Line Major Sub system FAIs		10.0%	22.00%	22.0%	44.0%
OR-9	Conditional Approval of Warranty Plan		1.0%	22.5%	22.5%	45.0%
O-10	Conditional Approval of Orange Line Pilot Car FAI		2.5%	25.0%		47.5%
O-11	Service Support for Orange Line Pilot Cars including Integrated Draft Manuals, Training as specified to be required prior to delivery of the Pilot Train		1.0%	26.0%		48.5%
O-12	Orange Line Pilot Train Delivery (6 cars)		3.0%	29.0%		51.5%
O-13	Orange Line Pilot Train Conditional Acceptance ~~(all tests completed, including Pilot Train Reliability Test)~~ and delivery of special tools [CDRL 22-33]		2.5%	31.5%		54.0%

Payment No	Payment MS Orange Line	Payment MS Red Line	Incremental %	Accumulative % - ORANGE	Accumulative % - RED	Accumulative % - Combined
O-14	Orange Line Production Car Conditional Acceptance (Divided evenly between 73 married pairs)		21.0%	52.5%		75.0%
R-10		Conditional Approval of Red Line Pilot Car FAI (First Married Pair)	2.5%		25.0%	77.5%
R-11		Service Support for Red Line Pilot Cars including Integrated Draft Manuals, Training as specified to be required prior to delivery of the Pilot Train	1.0%		26.0%	78.5%
R-12		Red Line Pilot Train Delivery (6 cars)	3.0%		29.0%	81.5%
R-13		Red Line Pilot Train Conditional Acceptance ~~(all tests completed, including Pilot Train Reliability Test)~~ and delivery of special tools [CDRL 22-33]	2.5%		31.5%	84.0%
R-14		Red Line Production Car Conditional Acceptance (Divided evenly between 34 married pairs)	11.0%		42.5%	95.0%
O-15	Completion of Orange Line Training		1.0%	53.5%		96.0%
O-17	Conditional Approval and Delivery of Orange Line Final Manuals		0.5%	54.0%		96.5%
R-15		Completion of Red Line Training	1.0%		43.5%	97.5%

Payment No	Payment MS Orange Line	Payment MS Red Line	Incremental %	Accumulative % - ORANGE	Accumulative % - RED	Accumulative % - Combined
R-17		Conditional Approval and Delivery of Red Line Final Manuals	0.5%		44.0%	98.0%
O-16	Successful Completion of the Orange Line Fleet in Service Reliability Demonstration Test [CDRL 02-12]		0.5%	54.5%		98.5%
R-16		Successful Completion of the Red Line Fleet in Service Reliability Demonstration Test [CDRL 02-12]	0.5%		44.5%	99.0%
R-18		Successful completion of the Contract, including but not limited to Red Line As-Built Drawings [CDRL 21-07], and Contractor's specification. Completion of all outstanding retrofits for the fleet, delivery of all Capital Spares, Special Tools, and completion of all administrative and technical matters with the exception of the warranty program. **No final payment will be made until Final Acceptance of all Cars by the Authority.**	0.5%		45.0%	99.5%
O-18	Successful completion of the Contract, including but not limited to Orange Line As-Built Drawings [CDRL 21-07], and Contractor's specification. Completion of all outstanding retrofits for the fleet, delivery of all Capital Spares, Special Tools, and completion of all administrative and technical matters with the exception of the warranty program. **No final payment will be made until Final Acceptance of all Cars by the Authority.**		0.5%	55.0%		100.0%

TABLE 3: SCHEDULE OF PARTIAL PAYMENTS - OPTION

Alternate

C10.01B - Schedule of Partial Payments - Option

Payment No	Payment Milestone (Red Line Option)	Incremental %	Accumulative %
A1	*Execution of the Option Contract*	*5.0%*	*5.0%*
A2	*Placement of major supplier purchase orders as listed in C5.15F*	*5.0%*	*10.0%*
AA	Completion of first two (2) Option Carbody shells at Carbuilder's facility	10.0%	20.0%
A3	*Completion of each of the remaining Catbody shells at Carbuilder's facility*	*10.0%*	*30.0%*
BB	Delivery to the Authority of th first two (2) Option Cars	20.0%	50.0%
CC	Conditional Acceptance of the first two (2) Option Cars plus ten (10) days of successful revenue service	10.0%	60.0%
DD	Upon delivery of each of the remaining Cars, 25% of the Contract price per Car shall be paid. The sum of payments claimed under this milestone shall at no time exceed 75% of the total Car contract price.	25.0%	85.0%
EE	Upon Conditional Acceptance of each of the balance due, 20% of the contract price per Car shall be paid. The sum of payments claimed under this milestone shall at no time exceed 95% of the Car contract price	10.0%	95.0%
FF	Successful completion of the Option, including all Outstanding retrofits, spare parts, and administrative and technical matters, with the exception of the Warranty Program	5.0%	100.0%